

EXHIBIT “A”



Commonwealth of the Northern Mariana Islands
Office of the Governor
Capitol Hill, Saipan MP/USA 96950



Phone: (670) 322-5091/2/3
Telefax: (670) 322-5096/99
Telcel: 783-622 Gov. NMI

November 16, 1993

TO : Executive Director, MPLC
FM : GOVERNOR
SUBJ: Wetland Exchange - Mrs. Rosario DLG Kumagal, Ms. Annie Little Leon Guerrero, Ms. Teresita DLG. Tudela

Pursuant to 2 CMC Section 4143 (e) (2) and 1 CMC Section 9213 (b), I am hereby certifying that the following private wetlands need to be exchanged for public land in order to protect the endangered Marianas Moorhen "Pulattat." These wetlands are:

1. **Ms. Rosario Deleon Guerrero Kumagal, Lot. E.A. 157-2-1, with 1,292 square meters, Susupe Lake, Saipan**
2. **Ms. Annie Little Deleon Guerrero, Lot. E.A. 157-2-2, with 1,292 square meters, Susupe Lake, Saipan**
3. **Ms. Teresita Deleon Guerrero Tudela, Lot E.A. 157-2-3 with 1,293 square meters, Susupe Lake, Saipan**

I recommend that you initiate actions to have these lands be exchanged. If you have any questions, please let me know.


LORENZO I. DELEON GUERRERO

enclosures

cc: Ms. Rosario Deleon Guerrero Kumagal
Ms. Annie Little Deleon Guerrero
Ms. Teresita Deleon Guerrero Tudela
Mr. Joaquin P. Villagomez, CRMO

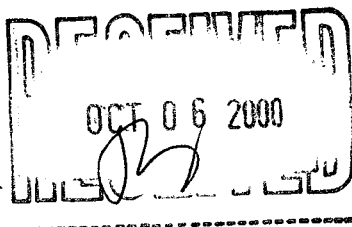
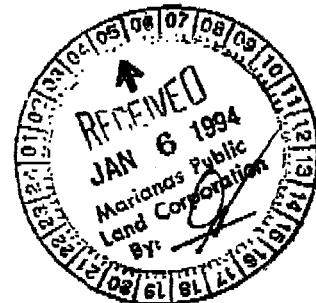


EXHIBIT "A"



Commonwealth of the Northern Mariana Islands
Coastal Resources Management
Office of the Governor
2nd Floor Morgen Building, San Jose
Saipan, Mariana Islands 96950



CABLE ADDRESS
GOV. NMI SAIPAN
TELS. 234-6823/7320

November 16, 1993

TO : Governor

FM : Administrator, CRMO

SUBJ: Wetland Exchange - Mrs. Rosario DLG Kumagai, Ms. Annie Little Leon
Guerrero Ms. Teresita DLG. Tudela

I am hereby certifying that the following private lands are wetlands and are needed for the protection of the federally endangered Marianas moorhen (*pulattat*). These lands are:

1. Ms. Rosario Deleon Guerrero Kumagai, Lot. E.A. 157-2-1, with 1,292 square meters, Susupe Lake, Saipan
2. Ms. Annie Little Deleon Guerrero, Lot. E.A. 157-2-2, with 1,292 square meters, Susupe Lake, Saipan
3. Ms. Teresita Deleon Guerrero Tudela, Lot E.A. 157-2-3 with 1,293 square meters, Susupe Lake, Saipan

I recommend that you formally certify to the Marianas Public Land Corporation that these lots are needed for public purposes pursuant to 2 CMC Section 4143 (e) (2) and 1 CMC Section 9213 (b) and that they be exchanged for public lands.

If you have any questions, please let me know.

JOAQUIN P. VILLAGOMEZ

Concurred:


Mr. Nicolas Deleon Guerrero
Director, Natural Resources

enclosures

cc: Ms. Rosario Deleon Guerrero Kumagai
Ms. Annie Little Deleon Guerrero
Ms. Teresita Deleon Guerrero Tudela

EXHIBIT “B”



COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

Juan N. Babauta
Governor

Diego T. Benavente
Lieutenant Governor

SEP 21 2004

The Honorable Joaquin G. Adriano
Senate President, The Senate
Fourteenth Northern Marianas
Commonwealth Legislature
Saipan, MP 96950

The Honorable Benigno R. Fitial
Speaker, House of Representatives
Fourteenth Northern Marianas
Commonwealth Legislature
Saipan, MP 96950

Dear Mr. President and Mr. Speaker:

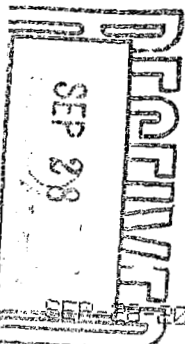
This is to inform you that I have signed into law House Bill No. 14-20, HS1, SS1, CD1, entitled, "to amend §§ 3(d) and 4(e), 9, and 14 of Public Law 13-17, as amended," which was passed by the Fourteenth Northern Marianas Commonwealth Legislature.

This measure amends Public Law 13-17, "The Land Compensation Act 2002" as further amended by Public Law 13-25 and Public Law 13-39 as follows:

First, Section 4(d) of the Land Compensation Act, pertaining to the prioritization of claims to be processed by the Marianas Public Lands Authority (MPLA) originally provided that:

(d) In implementing this Act, the Marianas Public Land Authority shall first compensate the acquisition of private lands for right of way purposes, including but not limited to public road construction. After those claims have been compensated, the Authority shall then compensate those claims involving the acquisition of private land for the purpose of constructing public ponding basins. Wetland and other claims shall be entertained only after claims involving right of way and ponding basin acquisitions have been compensated.

Section 1(a) of this measure amends this relevant subsection, now contained in subsection 4(e) pursuant to the redesignation of subsections (c), (d), and (e) by Public Law 13-29, to read as follows:



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EXHIBIT "B"

(e) In implementing this Act the Marianas Public Lands Authority shall compensate the acquisition of private lands for right of way purposes, including but not limited to public road construction, construction of ponding basins, wetland, and other claims involving private land acquisition permitted by applicable laws.

Section 4(e) of the Land Compensation Act of 2002, therefore, is amended to remove the prioritization previously mandated for land compensation claims made by private landowners whose land was taken for public road construction. As amended, the land compensation claims for the acquisition of private lands by the CNMI Government for public road construction, construction of ponding basins, wetland, and other claims involving private land acquisition are treated equally. This amendment ensures that all individuals with land compensation claims are treated in a fair manner and removes any inference or appearance of favoring specific land claimants to the disadvantage of other individuals with pending land compensation claims.

Second, Section 1(b) of this measure amends that provision of Public Law 13-25 which amended the "The Land Compensation Act of 2002" to include a provision determining the Method for Valuation of Land. Specifically, Section 1(3) of Public Law 13-25 stated:

For purposes of this Act, landowners shall receive just compensation based on the fair market value of the land at the time of taking by the Commonwealth. MPLA may use as a guide the procedures set forth in 2 CMC §§ 4712(a)(2) and (3) to determine fair market value at the time of taking.

Section 1(b) of this measure, however, provides that:

For purposes of this Act, land owners shall receive just compensation based on the fair market value of the land at the time of taking by the Commonwealth which is the date when the Governor or other authorized government official certifies in writing the need for the acquisition of the private land.

This provision, as that set forth in Public Law 13-25, ensures that individuals with land compensation claims receive the actual value of the land at the time of the taking. This provision, however, establishes a specific date that MPLA must use as the basis for its determination of the fair market value of the land and the amount of compensation that is due to the former landowner. It must be noted, however, that such claims will, by virtue of the high prevailing market values at the time that many such certifications were issued regarding the need for the acquisition of private land will deplete the forty million dollar bond issue authorized by Public Law 13-17 and may necessitate the authorization of additional bond measures or appropriations by the Legislature to ensure that all persons with land compensation claims are paid in an expeditious manner. The original intent and purpose of the Land Compensation Act of 2002 must not be neglected.

Finally, Sections 1(c) and 1(d) of this measure amend the provisions of the Land Compensation Act related to the transfer of bond proceeds to MPLA and funding of the administrative costs of implementing the provisions of the Land

Compensation Act. Specifically, Section 3(d) of Public Law 13-39, concerning the Transfer of Bond Proceeds to MPLA, is amended to remove that provision whereby CDA was required to transfer all the proceeds of the \$40,000,000.00 bond issue authorized by Public Law 13-17, including the interest accrued on the bond issue, to MPLA for its continued use for land compensation claims.

Section (1)(c) of this measure mandates that all of the proceeds of the \$40,000,000.00 bond issues are not held in a separate account by MPLA, but rather, will be held in trust by a CDA-appointed trustee that is charged with securing the bond issue funds and only releasing such funds for the purpose of land compensation claims and reasonable administrative costs made by request of the MPLA Commissioner with the concurrence of the MPLA Board.

This provision, therefore, ensures that the funds are only utilized for their specific intended purpose and that the funds are not expended disproportionately by for administrative costs and bond issuance and management issues.

This bill becomes Public Law No. 14-29. Copies bearing my signature are forwarded for your reference.

Sincerely,



JUAN N. BABAUTA

CC: Attorney General
MPLA Board
MPLA Acting Commissioner
Executive Director, Commonwealth Development Authority
Special Assistant for Programs and Legislative Review

EXHIBIT “C”

**AGREEMENT ON LAND COMPENSATION DRAWDOWN AND
DISBURSEMENT PROCEDURES**

THIS AGREEMENT was made and entered into on January 20, 2004, by and between the CNMI Department of Finance (DOF) and the Marianas Public Lands Authority (MPLA).

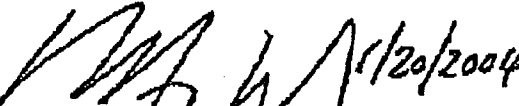
WHEREAS, representatives from the Office of the Attorney General, MPLA and the Department of Finance met on December 23, 2003, January 6, 2004 and again on January 19, 2004 to discuss land compensation drawdown and disbursement procedures; and

WHEREAS, MPLA, in accordance with the Bond Indenture Trust Agreement, is primarily responsible for administering and processing land compensation disbursements, subject to fiscal controls by DOF pursuant to Article X, Section 8 of the Commonwealth Constitution, including advance written drawdown concurrence, pursuant to and PL 13-56; and

WHEREAS, MPLA shall comply with all notices of tax levies from DOF, all judgment liens for which the CNMI is a judgment creditor, and all writs of attachment (or similar court orders); and

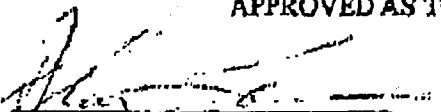
WHEREAS, DOF and the Office of the Attorney General should have a minimum of seven days to prepare notices of levies, and to apply for and obtain prejudgment writs of attachment on a case-by-case basis.

NOW THEREFORE, in consideration of the aforementioned premises, it is hereby agreed that once a land compensation beneficiary has been identified by MPLA and payment has been negotiated with that beneficiary, there shall be a minimum seven-day notice to DOF prior to each and every proposed disbursement to the beneficiary, including amounts to be paid, so that notices of levies may be issued, and prejudgment writs of attachment may be obtained and served in appropriate cases. DOF will review and concur with the drawdown and disbursement requests within three (3) days of receipt. It is further agreed that MPLA shall issue Forms 1099-S and 1099-INT to land compensation beneficiaries and provide copies to the Division of Revenue and Taxation for tax reporting purposes. The Division of Revenue and Taxation shall provide MPLA with said 1099 forms, and training and assistance necessary for the preparation and issuance of the forms.


HENRY S. HOFSCHEIDER
MPLA Commissioner


CATHRYN C. VILLAGOMEZ
Acting Secretary of Finance

APPROVED AS TO FORM AND LEGAL CAPACITY


ALAN E. LANE
MPLA Legal Counsel


 (Acting)
PAMELA S. BROWN
Attorney-General

EXHIBIT “D”

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
MARIANAS PUBLIC LANDS AUTHORITY

LAND COMPENSATION SETTLEMENT AGREEMENT

THIS LAND COMPENSATION SETTLEMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 5th day of May, 2005, by and between the Marianas Public Lands Authority, (hereinafter the "MPLA"), established under Public Law 12-33, as amended, and Rosario DLG. Kumagai (hereinafter the "Claimant"), persons of Northern Marianas descent under the laws of the Commonwealth of the Northern Mariana Islands (hereinafter the "Commonwealth").

WITNESSETH:

WHEREAS, the MPLA has been given the responsibility pursuant to Article XI, Section 3 of the Commonwealth Constitution and Public Law 12-33, as amended, to manage and dispose of public lands in the Commonwealth; and

WHEREAS, all public lands belong collectively to the people of the Commonwealth who are of Northern Marianas descent, and it is intended that the management and disposition of public lands should ultimately benefit the people of the Commonwealth who are of Northern Marianas descent; and

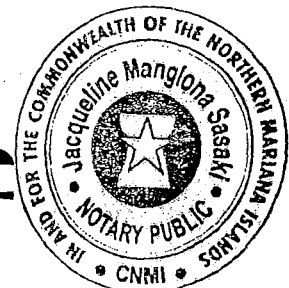
WHEREAS, the Claimant is determined to be the owner of a parcel of land in Susupe, Saipan; and

WHEREAS, the Commonwealth wishes to acquire a portion of Claimant's land for a public purpose, described as E.A. 157-2-1, containing an area of 1,292 square meters, more or less; and

WHEREAS, on November 16, 1993, former Governor Lorenzo I. Deleon Guerrero, certified the acquisition of E.A. 157-2-1 for a public purpose, i.e., a wetland; and

WHEREAS, the MPLA determined by appraisal that E.A. 157-2-1 had a fair market value of \$114,000.00 as of November 16, 1993, the date the property was originally certified to be taken by the Commonwealth for a public purpose; and

WHEREAS, the MPLA has offered cash compensation to the Claimant for acquisition of her land in the sum of \$159,408.19, including interest at three percent (3%) per annum, compounded annually, from November 16, 1993 until March 18, 2005; and



WHEREAS, the MPLA Board of Directors approved the sum of \$159,408.19 as cash compensation to the Claimant, as authorized by Public Law 13-17, as amended, in exchange for the Claimant executing a warranty deed that conveys good and marketable title to MPLA for E.A. 157-2-1.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the MPLA and the Claimant mutually agree as follows:

ARTICLE 1: CONVEYANCE BY THE CLAIMANT

The Claimant shall convey by warranty deed unto MPLA, its successors and assigns, her interest in that certain land situated in Susupe, Saipan, more particularly described as follows:

E.A. 157-2-1, containing an area of 1,292 square meters, more or less as set forth on DLS 2038/91, recorded at the Commonwealth Recorder's Office as File No. 90-4988, dated December 5, 1990.

ARTICLE II: CASH COMPENSATION BY MPLA

By and in consideration of this Agreement and the Deed executed and delivered to MPLA by the Claimant, receipt of which is hereby acknowledged, the MPLA, having the powers to manage and dispose of public lands pursuant to Article XI, Section 3 of the Commonwealth Constitution, Public Law 12-33, as amended, and Public Law 13-17, as amended, on behalf of the Government of the Commonwealth of the Northern Mariana Islands, shall pay to Claimant, her heirs and assigns, the principal sum of \$114,000.00, plus interest on said principal calculated at the rate of three percent (3%) per annum compounded annually from and after November 16, 1993 until March 18, 2005, in the sum of \$45,408.19, for a total land compensation sum of \$159,408.19 as full and complete compensation and payment for the acquisition of E.A. 157-2-1, more particularly described above.

ARTICLE III: FULL SETTLEMENT AND RELEASE

Except for the rights and obligations created by this Agreement, all other claims, demands, rights, duties, obligations and liabilities arising between the parties to this Agreement are hereby mutually satisfied, discharged and released. Each party hereto releases, discharges and forever waives any such claims, demands, rights, duties, obligations and liabilities against the other party, their heirs and assigns, past, present and future, as it relates to the Commonwealth's acquisition of E.A. 157-2-1, more particularly described above.

ARTICLE IV: ASSIGNABILITY

This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, agents, affiliates, employees, officers, officials, successors, predecessors, assigns, and all other persons, firms, corporations or other entities in privity or joint liability with the parties hereto.



ARTICLE V: FUTURE COOPERATION

If it becomes necessary for MPLA, its successor agencies, or the Government of the CNMI to defend a quiet title action or other challenge to ownership of E.A. 157-2-1, Claimants agree to cooperate in the defense of such action and to not cooperate in the prosecution of such action or challenge.

ARTICLE VI: UNDERSTANDING AND COUNSEL

The Claimants hereby represent that she had sufficient time to adequately review this Agreement, and thereby fully understands its contents, conditions and covenants. The Claimant further represent that in the event that she does not read, write or fully understand the English language, that she sought translation of the provisions of this Agreement into her primary language. The Claimant further represent that they have had an opportunity to seek legal advice and counseling prior to executing this Agreement.

ARTICLE VII: ENTIRE AGREEMENT

This Agreement represents and contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior oral and written agreements and understandings. It is admitted by the parties that no representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless incorporated herein, that this compromise is made by the parties with full knowledge of the facts and possibilities of the claims and defenses asserted, and that the terms of the releases contained herein are contractual and not a mere recital. This Agreement may not be amended or modified except by an agreement in writing signed by all parties hereto.

ARTICLE VIII: ATTORNEY'S FEES

Should legal action be necessary to enforce any of the terms and conditions of this Agreement, the prevailing party shall pay to the other party reasonable attorney's fees and costs to be fixed by the court.

ARTICLE IX: WARRANTY OF AUTHORITY

The Claimant warrants and represents that she is the lawful owner or authorized representative with legal authority over E.A. 157-2-1, more particularly described above, that is the subject of this Agreement, and that she has not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, or by operation of law, any of the claims herein released, or any portion thereof. The Claimant hereby warrants and represents that she is fully and legally empowered to act on behalf of E.A. 157-2-1 in all respects and for all purposes in this Agreement. The Chairperson of the MPLA warrants that she is fully and legally empowered to act on behalf of the MPLA in all respects and for all purposes in this Agreement.



ARTICLE X: SEVERABILITY

If any provision of this Agreement is declared illegal or unenforceable by any court of competent jurisdiction in any action or proceeding instituted by, on behalf, or by agreement, and such provision cannot be modified to be enforceable, such provision shall immediately become null and void and the parties shall negotiate such provision in good faith, leaving the remainder of this Agreement in full force and effect.

ARTICLE XI: GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of the Northern Mariana Islands.

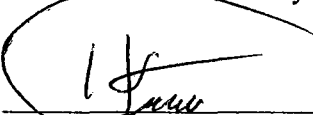
ARTICLE XII: COUNTERPARTS

This Agreement may be executed in separate counterparts, each counterpart when so executed to be deemed an original, and all counterparts when taken together shall constitute one and the same Agreement. To promote timely compliance with this Agreement, facsimile transmissions of executed documents shall be deemed sufficient to warrant commensurate performance. Confirmations shall nevertheless be made by delivery of the executed original to the other party as soon as possible.

IN WITNESS WHEREOF, the parties set their hands on the day, month and year written below.

MARIANAS PUBLIC LANDS AUTHORITY


Reviewed For Accuracy and Completeness:



Edward M. Deleon Guerrero
Commissioner

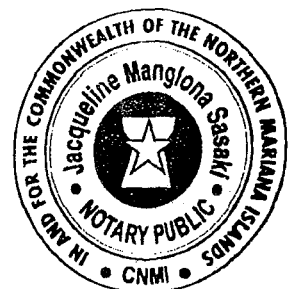
5/2/05
Date

Approved:



Ana Demapan-Castro
Chairperson, MPLA

5/5/05
Date



Approved as to form and Legal Capacity:

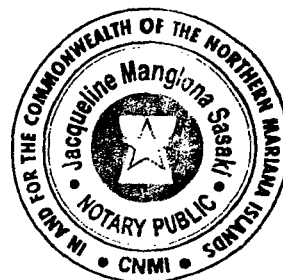
Alan L. Lane
Alan L. Lane
Legal Counsel for MPLA

5/2/05
Date

OWNERS/CLAIMANT

BY: Rosario DLG. Kumagai
Rosario DLG. Kumagai

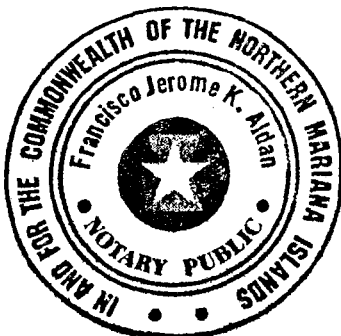
5/2/05
Date



Commonwealth of the Northern }
Mariana Islands } ss: Acknowledgment
Saipan, MP }

ON THIS 2nd day of May, 2005, before me, a Notary Public in and for the Commonwealth of the Northern Mariana Islands, personally appeared **Edward M. Deleon Guerrero**, Commissioner MPLA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year written above.



Francisco Jerome K. Aldan
Notary Public

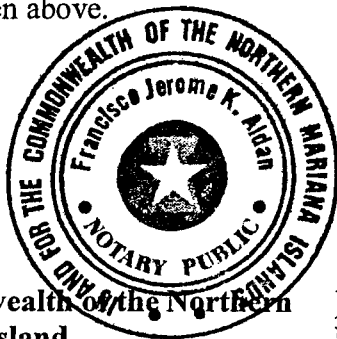
Francisco Jerome K. Aldan
NOTARY PUBLIC

Commonwealth of the Northern Mariana Islands
My Commission expires: 2/26/06

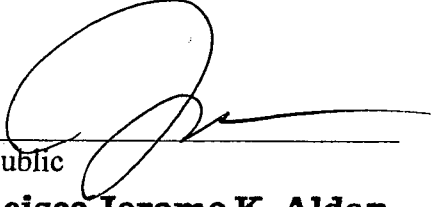
Commonwealth of the Northern Mariana Islands }
Saipan, MP } ss: Acknowledgment

ON THIS 5th day of May, 2005, before me, a Notary Public in and for the Commonwealth of the Northern Mariana Islands, personally appeared **Ana Demapan-Castro**, Chairperson, Board of MPLA known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year written above.



Commonwealth of the Northern Mariana Island }
Saipan, MP }



Notary Public
Francisco Jerome K. Aldan
NOTARY PUBLIC
Commonwealth of the Northern Mariana Islands
My Commission expires: 2/26/06
ss: Acknowledgment

ON THIS 2nd day of May, 2005, before me, a Notary Public in and for the Commonwealth of the Northern Mariana Islands, personally appeared **Rosario DLG. Kumagai**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year written above.



Notary Public

Jacqueline Manglona Sasaki
NOTARY PUBLIC
Commonwealth of the Northern Mariana Islands
My Commission expires: Jun 16, 2005

EXHIBIT “E”

FILE NO. 05-1358

Space Provided Above is for Recordation Purposes Only

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BOOK 13 PAGE 39

COMMONWEALTH RECORDER

WARRANTY DEED

This Warranty Deed is made this _____ day of _____, 2005, by Rosario DLG. Kumagai, a person of Northern Marianas descent, hereinafter the "Grantor".

WITNESSETH:

WHEREAS, Grantor and the Marianas Public Lands Authority (hereinafter the "MPLA") entered into a Land Compensation Settlement Agreement pursuant to which Grantor has agreed to transfer Lot E.A. 157-2-1, containing an area of 1,292 square meters, more or less, located in Susupe, Saipan, to the MPLA in exchange for \$159,408.19 and

WHEREAS, Grantor has further agreed to settle all of her claims against the MPLA and the Commonwealth Government relating to the public use of the above-described property by accepting the above compensation;

NOW, THEREFORE, in consideration of \$159,408.19 and the mutual promises and covenants contained in the Land Compensation Settlement Agreement entered into between the parties on _____, Grantor hereby bargains and conveys unto the MPLA, its successors and assigns, forever Grantor's interest in that certain parcel of land situated in Susupe, Saipan, more particularly described as follows:

Lot E.A. 157-2-1, containing an area of 1,292 square meters, more or less, as set forth on DLS 2038/91, recorded at the Commonwealth Recorder's Office as File No. 90-4988, dated December 5, 1990.

Land Compensation Warranty Deed
Rosario DLG. Kumagai
Page 1



EXHIBIT "E"

TO HAVE AND TO HOLD, the same, together with all buildings, improvements, tenements, hereditaments, rights, easements, privileges, and appurtenances thereunto belonging or appertaining or held and enjoyed therewith, unto the MPLA, in fee simple, its successors and assigns forever.

Grantor warrants that she is lawfully seized of the above-described property in fee simple absolute, that she has good right to convey the property, that the property is free and clear of any restrictions or encumbrances, that the MPLA shall quietly enjoy the property without lawful disturbance, that Grantor will forever warrants and defend the title to the property at her own expense, and that Grantor will forever indemnify the MPLA against any interest or claim arising in or to the property.

IN WITNESS WHEREOF, the Grantor hereby enters her signature on the day and year first above written.

GRANTOR:

Rosario DLG. Kumagai
Rosario DLG. Kumagai

Commonwealth of the Northern)
Mariana Islands) ss: Acknowledgment
Saipan, MP)

ON THIS 2nd day of May, 2005, before me, a Notary Public in and for the Commonwealth of the Northern Mariana Islands, personally appeared **Rosario DLG. Kumagai**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public
Jacqueline Manglona Sasaki
NOTARY PUBLIC
Commonwealth of the Northern Mariana Islands
My Commission expires: June 16, 2005

EXHIBIT “F”

COPY

David Lochabay
Assistant Attorney General
Office of the Attorney General
2d Floor, Juan A. Sablan Admin. Bldg.
P. O. Box 10007 CHRB
Capitol Hill
Saipan, MP 96950
Tel: (670) 664-2341
Fax: (670) 664-2349

B

IN THE SUPERIOR COURT
OF THE
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

COMMONWEALTH OF THE NORTHERN
MARIANA ISLANDS DEPT. OF PUBLIC
HEALTH AND ENVIRONMENTAL
SERVICES

CIVIL ACTION NO. 05-0149C

COMPLAINT

V.

ROSARIO DLG KUMAGAI

COMES NOW the Commonwealth of the Northern Mariana Islands, through its Department of Public Health and Environmental Services, Plaintiff herein, complaining of Rosario DLG Kumagai, Defendant herein, and for cause of action would show the Court the following:

I. JURISDICTION

1. This Court has jurisdiction of this action pursuant to 1 CMC § 3202.

II. PARTIES

2. The Commonwealth of the Northern Mariana Islands (hereinafter "CNMI") is the governmental entity established pursuant to the Covenant to establish a Commonwealth of the Northern Mariana Islands in Political Union with the United States of America. The Department of Public Health and Environmental Services (hereinafter "DPH") is an agency of said governmental entity. It may be served at the Office of the Attorney General, 2d Floor, Juan A. Sablan Memorial Building, Capitol Hill, Saipan, MP 96950.

3. Rosario DLG Kumagai is an individual residing, on information and belief, in Koblerville, Saipan, whose mailing address is P. O. Box 502258, Saipan, MP 96950.

III. GENERAL ALLEGATIONS

4. Defendant has received various medical services from Plaintiff since 1998, primarily hemodialysis.

EXHIBIT "F"

1 5. All such medical services furnished by Defendant to Plaintiff were reasonable and necessary.

2 6. Defendant has not paid for a significant portion of these medical services, and now has ar
3 outstanding unpaid balance of \$253, 095.96.

4 **IV. FIRST CAUSE OF ACTION**

5 7. Plaintiff incorporates §§ 1-6 into this cause of action.

6 8. Defendant has signed various authorizations for treatment upon obtaining medical services.

7 9. These authorizations created express contract(s)s for services.

8 10. Defendant has breached these contracts by failing and refusing and continuing to fail and
9 refuse payment for services rendered.

10 11. Plaintiff has repeatedly demanded payment for services rendered under these contracts.

11 12. Defendant has failed and refused to pay the amounts due despite Plaintiff's continuing demands
12 for payment.

13 13. Defendant has been damaged by Plaintiff's breach of contract in the amount of \$253,095.96.

14 14. A copy of Defendant's unpaid billings for this amount is attached to this Complaint, marked
15 "Exhibit A", and is incorporated herein as if set forth in its entirety.

16 **V. SECOND CAUSE OF ACTION**

17 21. Plaintiff incorporates ¶¶ 1-6 into this cause of action.

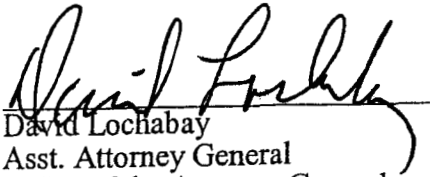
18 22. As a result of Defendant's failure to pay Plaintiff for services rendered, Defendant has been
19 unjustly enriched in the amount of \$253,095.96.

20 **V. PRAYER**

21 WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendant be cited to appear and
22 answer herein, and that, upon hearing, Plaintiff be awarded actual damages in an amount no less than
23 \$253,095.96, all costs of suit and reasonable attorney's fees.

1 Plaintiff prays for such other and further relief as the Court may deem just and equitable.

2 Respectfully submitted,

3 
4 David Lochabay
5 Asst. Attorney General
6 Office of the Attorney General
7 Attorneys for Plaintiff
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BILLS LISTING FOR:

MPLA

PATIENT: KUMAGAI, ROSARIO DLG

HRN: 115851

Bill No.	Visit Date	Clinic	Bill Amount	Insurance	Patient share	Payment	Balance
1789735	12.07.04	Inpatient	5,265.92	4212.76	1,053.16	0.00	1,053.16
828658	09.01.98	Hemodialys (RCA)	8,018.42	0.00	8,018.42	4,900.00	3,118.42
821187	07.14.98	Inpatient(RCA)	6,946.67	0.00	6,946.67	0.00	6,946.67
1296042	03.02.00	Hemodialys (RCA)	8,214.91	0.00	8,214.91	0.00	8,214.91
1232936	08.03.99	Hemodialys (RCA)	1,540.00	0.00	1,540.00	0.00	1,540.00
1236560	09.02.99	Hemodialys (RCA)	1,553.20	0.00	1,553.20	0.00	1,553.20
1236399	10.02.99	Hemodialys (RCA)	1,573.00	0.00	1,573.00	0.00	1,573.00
1238269	11.02.99	Hemodialys (RCA)	1,573.00	0.00	1,573.00	0.00	1,573.00
1240582	12.02.99	Hemodialys (RCA)	1,564.20	0.00	1,564.20	0.00	1,564.20
1243005	02.01.00	Hemodialys (RCA)	8,109.38	0.00	8,109.38	0.00	8,109.38
1150164	01.21.99	Inpatient(RCA)	1,054.80	0.00	1,054.80	0.00	1,054.80
1350307	12.18.00	Inpatient(RCA)	853.60	0.00	853.60	0.00	853.60
1376235	05.01.01	Hemodialys (RCA)	8,703.86	0.00	8,703.86	0.00	8,703.86
1355967	09.12.00	Inpatient(RCA)	853.60	0.00	853.60	0.00	853.60
1325530	09.02.00	Hemodialys (RCA)	7,322.91	0.00	7,322.91	0.00	7,322.91
1350071	12.02.00	Hemodialys (RCA)	6,625.36	0.00	6,625.36	0.00	6,625.36
1336379	11.02.00	Hemodialys (RCA)	8,224.93	0.00	8,224.93	0.00	8,224.93
1307741	05.02.00	Hemodialys (RCA)	8,094.57	0.00	8,094.57	0.00	8,094.57
1329524	10.03.00	Hemodialys (RCA)	15,247.82	0.00	15,247.82	0.00	15,247.82
1301651	04.01.00	Hemodialys (RCA)	13,476.93	0.00	13,476.93	0.00	13,476.93
1325448	08.01.00	Hemodialys (RCA)	9,001.48	0.00	9,001.48	0.00	9,001.48
1320849	07.01.00	Hemodialys (RCA)	7,882.97	0.00	7,882.97	0.00	7,882.97
1232926	07.01.99	Hemodialys (RCA)	1,632.40	0.00	1,632.40	0.00	1,632.40
1352673	01.02.01	Hemodialys (RCA)	8,366.51	0.00	8,366.51	0.00	8,366.51
1360482	02.01.01	Hemodialys (RCA)	12,623.07	0.00	12,623.07	0.00	12,623.07
1364298	03.01.01	Hemodialys (RCA)	8,902.25	0.00	8,902.25	0.00	8,902.25
1368685	04.03.01	Hemodialys (RCA)	7,474.28	0.00	7,474.28	0.00	7,474.28
1387856	06.02.01	Hemodialys (RCA)	13,274.43	0.00	13,274.43	0.00	13,274.43
1388004	07.03.01	General	27.50	0.00	27.50	0.00	27.50
1150167	01.21.99	Inpatient	13.20	0.00	13.20	0.00	13.20
820589	08.01.98	Hemodialys (RCA)	7,716.74	0.00	7,716.74	0.00	7,716.74
796010	07.23.98	Hemodialys (RCA)	2,174.43	0.00	2,174.43	0.00	2,174.43
1390661	07.05.01	Hemodialys	1,376.00	0.00	1,376.00	0.00	1,376.00
1397781	08.02.01	Hemodialys	1,408.40	0.00	1,408.40	0.00	1,408.40
1403304	09.01.01	Hemodialys	1,388.24	0.00	1,388.24	0.00	1,388.24
1412785	10.02.01	Hemodialys	1,382.24	0.00	1,382.24	0.00	1,382.24
1420950	11.01.01	Hemodialys	1,376.24	0.00	1,376.24	0.00	1,376.24
1387988	07.03.01	Inpatient	1,012.00	0.00	1,012.00	0.00	1,012.00
1426635	12.01.01	Hemodialys	1,474.56	0.00	1,474.56	0.00	1,474.56
1431049	01.13.02	Hemodialys	1,449.24	0.00	1,449.24	0.00	1,449.24
1458725	05.02.02	Hemodialys	1,401.07	0.00	1,401.07	0.00	1,401.07
1521440	09.03.02	Hemodialys	1,222.00	0.00	1,222.00	0.00	1,222.00
1437568	02.02.02	Hemodialys	1,309.91	0.00	1,309.91	0.00	1,309.91
1443035	03.02.02	Hemodialys	1,382.24	0.00	1,382.24	0.00	1,382.24
1449529	04.02.02	Hemodialys	1,425.29	0.00	1,425.29	0.00	1,425.29
1695761	12.29.03	General	26.00	20.80	5.20	0.00	5.20

Ex "A"

1795263	11.23.04	Emergency	210.00	168.00	42.00	0.00	42.00
1797593	12.23.04	General	70.00	56.00	14.00	0.00	14.00
1799860	12.07.07	Emergency	230.00	184.00	46.00	0.00	46.00
742560	12.08.97	Emergency(RCA)	91.25	0.00	91.25	0.00	91.25
810466	07.24.98	General(RCA)	33.00	0.00	33.00	0.00	33.00
121660	10.06.99	Radiology	77.20	0.00	77.20	0.00	77.20
1135958	01.25.99	General(RCA)	28.60	0.00	28.60	0.00	28.60
1146827	03.03.99	General(RCA)	41.80	0.00	41.80	0.00	41.80
1322023	02.02.00	General(RCA)	52.80	0.00	52.80	0.00	52.80
1275544	02.14.00	General(RCA)	82.50	0.00	82.50	0.00	82.50
1117913	11.08.98	Emergency(RCA)	117.26	0.00	117.26	0.00	117.26
1157539	02.18.99	General(RCA)	5.72	0.00	5.72	0.00	5.72
1252910	10.06.99	General(RCA)	11.60	0.00	11.60	0.00	11.60
1321209	01.14.00	General(RCA)	28.60	0.00	28.60	0.00	28.60
1325729	03.02.00	Radiology(RCA)	60.50	0.00	60.50	0.00	60.50
847298	11.08.98	Laboratory(RCA)	101.20	0.00	101.20	0.00	101.20
821243	07.14.98	Emergency(RCA)	70.40	0.00	70.40	0.00	70.40
1399620	06.13.01	General	38.00	0.00	38.00	0.00	38.00
1414181	07.11.01	General	5.20	0.00	5.20	0.00	5.20
1447589	11.07.01	General	7.60	0.00	7.60	0.00	7.60
1464123	01.30.02	Radiology	11.00	0.00	11.00	0.00	11.00
1566063	09.18.02	General	5.20	0.00	5.20	0.00	5.20
1566061	09.10.02	General	5.20	0.00	5.20	0.00	5.20
1581903	10.17.02	General	5.20	0.00	5.20	0.00	5.20
1690401	11.05.03	General	32.00	0.00	32.00	0.00	32.00
1702294	01.17.04	General	6.20	0.00	6.20	0.00	6.20
1682719	10.21.03	Radiology	20.00	0.00	20.00	0.00	20.00
1739160	06.25.04	General	14.00	0.00	14.00	0.00	14.00
1778233	10.12.04	General	11.00	0.00	11.00	0.00	11.00
1709050	02.02.04	Hemodialys	3,078.11	2,462.48	615.63	-	615.63
1724935	04.01.04	Hemodialys	7,367.47	5,893.98	1,473.49	-	1,473.49
1745924	08.03.04	Hemodialys	7,847.42	6,277.94	1,569.48	-	1,569.48
1752295	09.02.04	Hemodialys	7,792.69	6,234.15	1,558.54	-	1,558.54
1765483	10.02.04	Hemodialys	7,492.89	5,994.31	1,498.58	0.00	1,498.58
1788470	12.02.04	Hemodialys	5,590.52	4,472.42	1,118.10	0.00	1,118.10
1798568	01.02.05	Hemodialys	8,585.96	6,868.77	1,717.19	0.00	1,717.19
1805602	02.01.05	Hemodialys	7,666.38	6,133.10	1,533.28	0.00	1,533.28
1017803	11.03.98	Hemodialys(RCA)	1,073.60	0.00	1,073.60	0.00	1,073.60
1123217	01.02.99	Hemodialys(RCA)	934.56	0.00	934.56	0.00	934.56
1116215	12.01.98	Hemodialys(RCA)	1,324.40	0.00	1,324.40	0.00	1,324.40
1170544	02.02.99	Hemodialys(RCA)	1,460.80	0.00	1,460.80	0.00	1,460.80
1183307	05.01.99	Hemodialys(RCA)	1,515.80	0.00	1,515.80	0.00	1,515.80
1194253	06.01.99	Hemodialys(RCA)	1,515.80	0.00	1,515.80	0.00	1,515.80
1179010	04.01.99	Hemodialys(RCA)	1,553.20	0.00	1,553.20	0.00	1,553.20
1174849	03.02.99	Hemodialys(RCA)	1,555.40	0.00	1,555.40	0.00	1,555.40
1484566	06.01.02	Hemodialys	1,386.46	0.00	1,386.46	0.00	1,386.46
1491370	08.01.02	Hemodialys	1,483.17	0.00	1,483.17	0.00	1,483.17
1486821	07.02.02	Hemodialys	1,395.07	0.00	1,395.07	0.00	1,395.07
1500047	09.10.02	Hemodialys	940.93	0.00	940.93	0.00	940.93
1509160	10.01.02	Hemodialys	1,488.56	0.00	1,488.56	0.00	1,488.56
1517663	11.02.02	Hemodialys	1,365.24	0.00	1,365.24	0.00	1,365.24

1521390	12.03.02	Hemodialys	1348.24	0.00	1,348.24	0.00	1,348.24
1529718	01.02.03	Hemodialys	1436.24	0.00	1,436.24	0.00	1,436.24
1535245	02.01.03	Hemodialys	1253.91	0.00	1,253.91	0.00	1,253.91
1563449	04.01.03	Hemodialys	1,369.94	0.00	1,369.94	0.00	1,369.94
1550938	03.01.03	Hemodialys	1,369.24	0.00	1,369.24	0.00	1,369.24
1592679	05.01.03	Hemodialys	1,460.56	0.00	1,460.56	0.00	1,460.56
1010754	06.03.03	Hemodialys	1,201.91	0.00	1,201.91	0.00	1,201.91
1614155	07.01.03	Hemodialys	1,478.76	0.00	1,478.76	0.00	1,478.76
1658617	09.02.03	Hemodialys	1,451.24	0.00	1,451.24	0.00	1,451.24
1670087	10.02.03	Hemodialys	1,366.24	0.00	1,366.24	0.00	1,366.24
1696673	12.02.03	Hemodialys	1,499.70	0.00	1,499.70	0.00	1,499.70
1702293	01.02.04	Hemodialys	1,477.82	0.00	1,477.82	0.00	1,477.82
1724969	03.02.04	Hemodialys	1,399.50	0.00	1,399.50	0.00	1,399.50
1730928	06.01.04	Hemodialys	1,434.14	0.00	1,434.14	0.00	1,434.14
1727539	05.01.01	Hemodialys	1,399.50	0.00	1,399.50	0.00	1,399.50
1738038	07.01.04	Hemodialys	1,533.82	0.00	1,533.82	0.00	1,533.82
177317	11.02.04	Hemodialys	1,112.96	0.00	1,112.96	0.00	1,112.96
1784812	10.23.04	Day Surgery	719.00	690.24	28.76	0.00	28.76
1784843	10.18.04	Day Surgery	212.50	170.00	42.50	0.00	42.50
1656443	07.08.03	Day Surgery	228.50	0.00	228.50	0.00	228.50
1672299	11.05.03	Day Surgery	136.97	0.00	136.97	0.00	136.97
1656434	07.19.03	Day Surgery	155.30	0.00	155.30	0.00	155.30
1672321	11.01.03	Day Surgery	108.00	0.00	108.00	0.00	108.00
		TOTAL	306,974.67	48,978.71	257,995.96	4,900.00	253,095.96

COMMONWEALTH OF THE)
NORTHERN MARIANA ISLANDS)
)
ISLAND OF SAIPAN)

AFFIDAVIT OF ROSA SORENSEN

Before me, the undersigned authority, on this day appeared Rosa Sorensen, who, being personally known to me and placed on her oath, swore as follows:

"My name is Rosa Sorensen. I am over the age of majority and fully competent to execute this Affidavit.

"I am employed by the CNMI Department of Public Health at the Commonwealth Health Center as Collections Supervisor. My job responsibilities include supervising the collection of patient medical bills and insuring the accuracy of such bills.

"I have caused to be prepared the attached compilation of medical bills for services rendered Rosario DLG Kumagai and swear that such compilation is true and correct to the best of my knowledge. Pursuant to this compilation, Rosario DLG Kumagai owed the sum of at least \$253,095.96 as of April 11, 2005.

"All of the bills compiled are past due, some for many years. Rosario DLG Kumagai has failed and refused to pay these bills despite repeated demands to pay.

"Further, Affiant sayeth naught."

Rosa Sorensen
Rosa Sorensen, Affiant

SWORN TO AND SUBSCRIBED before me this 11th day of April, 2005.



Daisy Ysaacat Wadol
Notary Public
DAISY YSAACAT WADOL
NOTARY PUBLIC
Commonwealth of the Northern Mariana Islands
My Commission Expires on the
9th day of Dec, 2005

Ex "B"

EXHIBIT “G”

COPY

David Lochabay
Assistant Attorney General
Office of the Attorney General
2d Floor, Juan A. Sablan Admin. Bldg.
P. O. Box 10007 CHRB
Capitol Hill
Saipan, MP 96950
Tel: (670) 664-2341
Fax: (670) 664-2349

IN THE SUPERIOR COURT
OF THE
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

COMMONWEALTH OF THE NORTHERN) CIVIL ACTION NO. 05-01490
MARIANA ISLANDS DEPT. OF PUBLIC)
HEALTH AND ENVIRONMENTAL)
SERVICES) APPLICATION FOR EX PARTE WRIT
V.) OF PREJUDGMENT ATTACHMENT
ROSARIO DLG KUMAGAI)

COMES NOW PLAINTIFF herein, who would now move the Court to issue an Ex Parte Writ of Prejudgment Attachment, pursuant to Rule 64, Com.R.Civ.Proc., and 7 CMC §4201.

As grounds for the issuance of the writ, Plaintiff would show the Court the following:

1. Plaintiff has filed the above action for recovery of monies owed Plaintiff for reasonable and necessary medical treatment rendered for Defendant over a number of years.

2. Defendant has breached its contract to Plaintiff to pay for this medical treatment

3. In this action, Plaintiff seeks to recover the amount of \$253,095.96 as actual damages for unpaid medical services rendered.

4. Upon information and belief, Plaintiff avers that Defendant is a claimant entitled to compensation for lands taken from him by the Marianas Public Land Authority (MPLA), and/or its predecessor(s).

5. Upon information and belief, Plaintiff avers that MPLA is currently in the process of compensating land claimants such as Defendant.

6. Upon information and belief, Plaintiff avers that MPLA intends to compensate Defendant prior to Defendant's Answer date in this action, and prior to the date any hearing could be had on this Application for Writ of Prejudgment Attachment.

EXHIBIT "G"

1 7. Plaintiff has made repeated demands upon Defendant for payment of these bills, and
2 Defendant has failed and refused, and continues to fail and refuse, to pay the bills.

3 8. Plaintiff reasonably believes that Defendant will be paid land compensation monies by MPLA
4 and Defendant will not pay Plaintiff the amounts requested in this action.

5 9. Any amounts owed Defendant by MPLA are not exempt from attachment under
6 Commonwealth law.

7 10. Should the Writ issue, Plaintiff would immediately serve Defendant and MPLA with copies
8 thereof.

9 Dated this 11th day of April, 2005.

10 Respectfully submitted,

11 

12 David Lochabay
13 Asst. Attorney General
14 Office of the Attorney General
Attorneys for Plaintiff

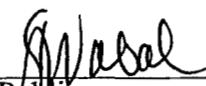
15 VERIFICATION

16 Before me, the undersigned authority, on this day appeared David Lochabay, who, being known
17 to me, properly identified, and placed on his oath, swore that the above and foregoing was true and
correct to the best of his information and belief.

18 Sworn to and subscribed before me this 11th day of APRIL, 2005.
~~January, 2004~~



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Notary Public

DAISY V. KARPAS, WARD
NOTARY PUBLIC
City of New York, County of New York
My Commission Expires on the
9th day of Dec, 2005

EXHIBIT “H”

1 David Lochabay
Assistant Attorney General
2 Office of the Attorney General
2d Floor, Juan A. Sablan Admin. Bldg.
3 P. O. Box 10007 CHRB
Capitol Hill
4 Saipan, MP 96950
Tel: (670) 664-2341
5 Fax: (670) 664-2349

2005 11 02 PM 12:59

md
[REDACTED]

COPY

6 **IN THE SUPERIOR COURT**
7 **OF THE**
8 **COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS**

8 **COMMONWEALTH OF THE NORTHERN**
9 **MARIANA ISLANDS DEPT. OF PUBLIC**
10 **HEALTH AND ENVIRONMENTAL**
11 **SERVICES**

CIVIL ACTION NO. 05-0149C

WRIT OF PREJUDGMENT
ATTACHMENT

V.

ROSARIO DLG KUMAGAI

13 **TO: COMMISSIONER OF PUBLIC SAFETY**

14 WHEREAS Plaintiff has applied to this Court for a Writ of Prejudgment Attachment
15 pursuant to Rule 64, Com.R.Civ.Proc., and 7 CMC § 4201, and

16 WHEREAS it appears that Marianas Public Land Authority owes Defendant a sum of money for
17 land compensation payments, and

18 WHEREAS it appears that Defendant may be liable to Plaintiff for actual damages in the amount
19 of \$253,095.96 in the above styled and numbered action, and

20 WHEREAS Plaintiff's opportunity to satisfy their claims against Defendant may be lost if the
21 land compensation funds are distributed by Marianas Public Land Authority to Defendant, and

22 WHEREAS it does not appear that the land compensation funds held by Marianas Public Land
23 Authority are exempt from attachment, and

24 WHEREAS Defendant may move, pursuant to 7 CMC § 4202, for release of the said funds by
25 dissolving this Writ if justice so requires, Court now finds that the Application for Prejudgment Writ
26 of Attachment is well founded and should be, and hereby is, GRANTED.

27 It is, therefore, ORDERED, that the Commissioner of Public Safety, or his designee, shall attach
28 all monies owed by the Marianas Public Land Authority to the Defendant, not to exceed \$253,095.96,

EXHIBIT "H"

1 and shall deposit the said funds with this Court, pending the resolution of this action.

2 It is further ORDERED that Plaintiff shall cause copies of the Application for Prejudgment Writ
3 of Attachment and the Writ of Prejudgment Attachment itself to be served on Defendant, the Marianas
4 Public Land Authority, and the Commissioner of Public Safety.

5 SIGNED this 12th day of April, 2005.

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8 JUDGE PRESIDING
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EXHIBIT “I”

COMMONWEALTH OF THE)
NORTHERN MARIANA ISLANDS)
)
ISLAND OF SAIPAN)

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement"), dated as of the date of the last party signing, is made by and between the Commonwealth of the Northern Mariana Islands Department of Public Health and Environmental Services (CNMIDPH); Plaintiff, and Rosario DLG Kumagai, Defendant.

WHEREAS, the Plaintiff has asserted claims against defendant in Civil Case No. 05-0149C, styled "Commonwealth of the Northern Mariana Islands Department of Public Health and Environmental Services v. Rosario DLG Kumagai" (the "Action"), now on the docket of the Superior Court for the CNMI (the "Court");

WHEREAS, the claims asserted in the Action are for past due and unpaid amounts for medical services rendered to Defendant by Plaintiff in the approximate amount of \$253,095.96;

WHEREAS, Defendant is about to receive the sum of approximately \$159,408.19 from the Marianas Public Lands Authority (MPLA) as compensation for land taken for public use;

WHEREAS, the parties have conducted an investigation into the facts and the law underlying the claims asserted in the Action and have concluded that a settlement of such claims according to the terms set forth below is in their respective best interests;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that:

Defendant's Cash Payment, Disbursement, and Notice of Dismissal

1. Defendant shall pay the immediate sum of \$79,704.09 (Seventy Nine Thousand Seven

Hundred Four Dollars and Nine Cents) to Plaintiff. Defendant shall pay this amount by instructing officials of MPLA to convey to Plaintiff a check in said amount (\$79,704.09) payable to the CNMI Treasurer. By this Agreement, a copy of which has been furnished to MPLA, Defendant so instructs and directs appropriate officials of MPLA to disburse \$79,704.09 of the proceeds of the land compensation payment due Defendant to Plaintiff, in the form of a check payable to the CNMI Treasurer.

2. Defendant agrees to execute whatever additional papers are necessary, in the opinion of officials of MPLA, to effectuate the provisions of ¶ 1 above.

3. Plaintiff agrees to file a Notice of Dismissal in the Action upon approval by officials of MPLA of Defendant's instructions to convey to Plaintiff the check contemplated in ¶ 1 above. Plaintiff further agrees not to object, obstruct, or in any way hinder the disbursement of the remaining funds of approximately \$79,704.10 held by MPLA to Defendant.

Installment Payment Agreement

4. In consideration of the large cash payment by Defendant, Plaintiff agrees to credit Defendant's account in the amount of \$159,408.19.

5. The parties agree that Defendant shall make installment payments to Plaintiff directly for the remainder of Defendant's debt to Plaintiff after deduction of the credit of \$159,408.19, such remaining balance being an uncertain figure as Defendant continues to receive medical treatment from Plaintiff.

6. The parties agree that Defendant is currently paying \$200.00 (Two Hundred Dollars) per month to the Reliable Collection Agency for past due amounts owed Plaintiff totaling approximately \$4,826.39 (Four Thousand Eight Hundred Twenty Six Dollars and Thirty Nine Cents) (the RCA balance) included in the remaining balance in ¶ 5 above. The parties agree that these payments to

RCA shall continue until the RCA balance is fully paid. After the RCA balance is discharged, Defendant shall begin payments of \$200.00, (Two Hundred Dollars) per month directly to Plaintiff.

Dismissal of Action

7. The Notice of Dismissal contemplated in ¶ 3 above shall operate as a dismissal, without prejudice, of all claims asserted in the Action pursuant to Commonwealth Rule of Civil Procedure 41(a)(1). Such dismissal shall in no way terminate or discontinue any requirement, duty, representation, covenant, or warranty contained in this Agreement.

Representations and Warranties

8. **Plaintiff CNMIDPH**, by and through James U. Hofschneider, M.D., Secretary of Health, hereby represents and warrants that:

a) he has the absolute and unrestricted right and capacity to enter into and perform the obligations of the Commonwealth of the Northern Mariana Islands Department of Public Health and Environmental Services under this Agreement;

b) the Agreement constitutes the legal, valid, and binding obligation of the CNMIDPH, enforceable against CNMIDPH according to its terms, and

b) James U. Hofschneider, M.D., as Secretary of Health, understands that in entering into this Agreement, the Defendant has relied on the representations of CNMIDPH as set forth herein.

9. **Defendant Rosario DLG Kumagai** hereby represents and warrants that:

a) she has the absolute and unrestricted right and capacity to enter into and perform her obligations under this Agreement;

- b) the Agreement constitutes the legal, valid, and binding obligation of Rosario DLG Kumagai, enforceable against her in accordance with its terms, and
- c) Rosario DLG Kumagai understands that, in entering into this Agreement, the Plaintiff has relied on her representations as set forth herein.

Miscellaneous

- 10) **Modification.** This Agreement may not be modified or amended except by an agreement in writing signed by the parties. The parties may waive or modify any of the conditions contained herein or any of the obligations of a party hereunder, but any such waiver or modification shall be effective only if it is in writing and signed by the parties.
- 11) **Headings.** The descriptive headings of the sections and paragraphs contained in this Agreement are inserted for convenience only and shall not control or effect the meaning or construction of any of the provisions hereof.
- 12) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.
- 13) **Multiple Originals.** The parties may execute multiple copies of this Agreement. Each such executed original copy shall have the full force and effect of an original executed instrument.
- 14) **Governing Law.** This Agreement shall be governed by the laws of the

Commonwealth of the Northern Mariana Islands.

15) Severability. In the event that any of the provisions of this Agreement shall for any reason be held invalid, illegal, or otherwise unenforceable, such invalidity, illegality, or unenforceability shall not effect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16) Further Assurances. The parties agree to execute any and all documents and to do and perform any and all acts and things reasonably necessary or proper to effectuate the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date(s) indicated below.

Date: 4/28/05

Rosario DLG Kumagai
Rosario DLG Kumagai

Date: 5/2/05

James U. Hofschneider
James U. Hofschneider, M.D.
Secretary of Health
Commonwealth of the
Northern Mariana Islands

APPROVED AS TO FORM AND LEGAL CAPACITY:

Date: 4/28/05

Pamela Brown
Pamela Brown
Attorney General
Commonwealth of the
Northern Mariana Islands